

Civil Action No. 18-cv-2281

1. This action (“Action”) was commenced against State Farm on or about February 9, 2018, by Plaintiff, Elvira Carmona (“Plaintiff”), in the Supreme Court of the State of New York, County of Dutchess, under Index No. 2018-50362, with the filing of a Summons and

Complaint (“Complaint”) via NYSCEF. Annexed hereto as Exhibit “A” is a copy of the Summons and Complaint.

2. The Summons and Complaint were served on State Farm on February 14, 2018 pursuant to Insurance Law § 1212 by delivering said papers to the New York State Department of Financial Services. Annexed hereto as Exhibit “B” is a copy of the Superintendent’s Acknowledgement of Service.

3. Exhibit “A” and Exhibit “B” constitute all of the process, pleadings, and/or orders that have been filed in the Action to date.

4. As previously stated, the Summons and Complaint were served on State Farm on February 14, 2018. This Notice of Removal is being filed within thirty (30) days of said service of the Summons and Complaint upon State Farm and, therefore, is timely filed pursuant to 28 U.S.C. §§ 1441, 1446(b).

5. Removal of this action is proper because this is a civil action in which Plaintiff seeks monetary relief in excess of \$100,000.00 against State Farm and there is complete diversity within the meaning of 28 U.S.C. § 1332 between Plaintiff and Defendant.

6. Venue is proper in this United States District Court pursuant to 28 U.S.C. § 1446(a) because this Action is pending in Dutchess County, which is within the Southern District of New York.

I.
Nature of the Case

7. This Action is of a civil nature in which Plaintiff seeks monetary relief against State Farm in connection with State Farm’s denial of her claim submitted under a homeowner’s insurance policy.

8. Plaintiff alleges that on or about November 17, 2016, she suffered a loss to her property due to fire and subsequent thefts. See Complaint at ¶ 10. Additionally, Plaintiff alleges that she submitted a claim and fully complied with all terms, conditions, duties and obligations under the policy. Id. at ¶¶ 20, 25. Plaintiff further alleges that State Farm breached the policy by wrongfully disclaiming coverage and deliberately, negligently, unlawfully and wrongfully mishandling Plaintiff's claim and wrongfully delaying payment of Plaintiff's claim for coverage for damages she sustained. Id. at ¶ 28.

9. In connection with the foregoing allegations, among others, Plaintiff alleges three (3) causes of action against State Farm, (i) Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing (First Cause of Action), (ii) Reasonable Reliance (Second Cause of Action), and (iii) a claim for declaratory relief (Third Cause of Action).

II.

The Requirements for Removal Are Satisfied

10. The requirements for diversity jurisdiction under 28 U.S.C. § 1332(a)(1) are satisfied.

A. Diversity of Citizenship

11. At the time this lawsuit was filed and as of the date of this notice, Plaintiff was and is a citizen of the State of New York, Dutchess County. See 28 U.S.C. § 1332(c)(1); see Summons (alleging that 7 Fox Terrace, Poughkeepsie, New York is Plaintiff's residential address) and Complaint at ¶ 1.

12. At the time this lawsuit was filed and as of the date of this notice, State Farm was and is a citizen of the State of Illinois, because it is an Illinois corporation, with its principal place of business in Illinois. See 28 U.S.C. § 1332(c)(1).

13. Accordingly, there is complete diversity between the parties. See 28 U.S.C. § 1332(a)(1).

B. Amount in Controversy

14. Plaintiff's Complaint is seeking compensatory and consequential damages arising out of the alleged loss "in excess of \$100,000.00," exclusive of costs and interest. See Plaintiff's Complaint at page 6, WHEREFORE clause, subsection a.

15. Accordingly, Defendant contends that the amount in controversy requirement of 28 U.S.C. § 1332(a)(1) is satisfied and, thus, removal of this Action is proper.

III.

The Other Procedural Requisites for Removal are Satisfied

16. Removal is timely under 28 U.S.C. §§ 1446(b) and 1453 because the Complaint is the first pleading, motion, order, or other paper from which it could first be ascertained that this Action is one which is or has become removable. This Notice of Removal is filed within thirty (30) days of receipt of a copy of the Complaint, which was filed on February 9, 2018, and served on State Farm via the New York State Department of Financial Services on February 14, 2018. Pursuant to 28 U.S.C. § 1446(a) and Local Civil Rule 81.1, the Complaint is annexed hereto as Exhibit "A."

17. State Farm, through its counsel, will give written notice to Plaintiff, through her counsel, of the filing of this Notice of Removal, as required by 28 U.S.C. § 1446(d).

18. A copy of this Notice of Removal and a Notice of Filing the Notice of Removal will be filed by State Farm, through its counsel, with the Clerk of the Supreme Court of the State of New York, County of Dutchess, as required by 28 U.S.C. § 1446(d). State Farm has thus satisfied the requirements for removal under 28 U.S.C. § 1446 and all applicable rules.

IV.
Conclusion

19. For all the foregoing reasons, State Farm respectfully requests that this Court assume full jurisdiction over this Action as provided by law. State Farm intends no admission of liability by this Notice and expressly reserves all defenses, motions, and pleas, including, without limitation, objections to the sufficiency of Plaintiff's pleadings.

Dated: March 15, 2018
Poughkeepsie, New York

Respectfully submitted,

RIVKIN RADLER LLP
Attorneys for Defendant,
State Farm Fire and Casualty Company

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